

STATE AGRICULTURE DEVELOPMENT COMMITTEE
AGREEMENT FOR THE SALE OF
REAL PROPERTY BY AUCTION

ADDENDUM

This Addendum to the Agreement For The Sale of Real Property By Auction, (hereinafter Agreement) between the Seller and Purchaser dated _____, 2003, is made at Trenton, New Jersey on _____, 2003 by the State of New Jersey, State Agriculture Development Committee, hereinafter designated as Seller, and

whose address is _____ hereinafter designated as Purchaser.

In consideration of the mutual promises set forth in the Agreement dated _____, 2003 and this Addendum, the parties agree to the additional terms and conditions set forth herein.

SECTION I

DESCRIPTION OF PROPERTY SOLD

Seller is the owner of the following property situated in the Township of Hamilton, County of Mercer, State of New Jersey, Tax Map Block 2732, Lot 39, more particularly described in the attached schedule "A".

All of the above-described property is herein referred to as the property, and is the subject of this Addendum.

SECTION II

RIGHT TO GROW CROPS

Until closing as set forth in the Agreement, Purchaser may enter the property and plant and raise crops and do anything necessary for that purpose as long as it is consistent with the deed restrictions contained in Schedule "B" of the Agreement.

SECTION III

RESERVATION OF TITLE

Until closing, Seller reserves title to the property. Purchaser shall not be given full possession of the property until the date that title is transferred.

SECTION IV

MAINTENANCE BY PURCHASER

Until closing, Purchaser shall maintain the land and all improvements thereon in substantially their present condition and shall keep the machinery and equipment in good working order, and repair and replace the same as required. No improvement shall be demolished or removed prior to closing by Purchaser, but Purchaser may, with Seller's approval, enlarge or renovate any of the improvements. All improvements shall be maintained in a sound and sightly condition.

SECTION V

GOOD AGRICULTURAL STEWARDSHIP

Purchaser shall, during the life of the Agreement and this Addendum, maintain the agricultural operation in a good and careful manner, using generally accepted agricultural management practices, and protecting the soil against erosion, depletion and contamination. The provisions of this section and SECTION IV shall be deemed to be covenants of Purchaser, and any neglect, failure, or refusal to comply therewith may be deemed to be a breach of this Addendum and the Agreement.

SECTION VI

INSPECTION

Seller may enter and inspect property at reasonable times.

SECTION VII

RESTRICTIONS ON ASSIGNMENT

Purchaser shall not assign or transfer this Addendum or the Agreement or any interest therein without the written consent of Seller first obtained, which consent shall not be unreasonably withheld. Any such transfer or assignment shall be fully subject to all Seller's rights hereunder.

SECTION VIII

RESTRICTIONS ON USE

Property shall be used only for farming purposes. Until closing, the land shall not be subdivided, in whole or in part. After closing, the applicable deed restrictions contained in Schedule "B" shall apply. No signs, placards, signboards, or billboards of any character shall be erected, permitted, or maintained on any part of the land or on any improvement thereof. In the event of violation of such conditions Seller may remove or abate any such prohibited use, without liability therefore. The provisions of this section shall survive any assignment or transfer by Purchaser of his or her right, title or interest herein.

SECTION IX

ACCESS TO BUILDINGS

Purchaser is not authorized to occupy or utilize the residential unit and/or any of the other buildings or structures located on the property.

SECTION X

FIRE, CASUALTY and LIABILITY INSURANCE

Purchaser shall secure and maintain in good standing, insurance against fire and other casualty on all insurable improvements on property, and on all equipment and machinery herein referred to, and replacements thereof. Such insurance shall be for the full insurable value of the improvements or personal property covered, and shall include Seller as a co-insured. In addition, Purchaser shall secure and maintain in good standing liability insurance for the property in the amount of \$1,000,000.00. Such liability insurance shall include Seller as a co-insured.

SECTION XI

TERMINATION AND FORFEITURE ON DEFAULT; ACCELERATION

If Purchaser defaults in the performance of any obligation imposed under the Agreement or this Addendum, Seller may at its option declare the Agreement terminated and rescinded and retain the crops on the property and any replacements of machinery and equipment, and shall have the right of immediate re-entry and restoration of possession of property. Alternatively, Seller may declare the entire balance of the purchase price then outstanding to be immediately due and payable and sue to recover the same, or pursue any other remedy available at law or in equity.

SECTION XII

RESTRICTIONS ON ENCUMBRANCES

Until closing, Purchaser shall have no right to encumber property or permit any lien to attach thereto, other than statutory liens for taxes and special assessments not delinquent.

However, Purchaser may secure crop loans to provide funds for the raising and harvesting of crops, subject to Seller's approval of the lender, amount, and terms of each such crop loan which approval shall not be unreasonably withheld.

SECTION XIII

INDEMNITY

Purchaser assumes all risks and liabilities arising out of the use of the property and agrees to indemnify, protect and hold harmless the Seller and hereby releases the Seller and each and everyone of its officers, agents, employees, successors and

assigns from any and all liability, claims and costs which may in any manner arise out of, be occasioned by, or result from the use of the property.

SECTION XIV

BINDING EFFECT OF CONTRACT

Subject to the restrictions on assignment herein set forth, this Addendum and the Agreement and the terms, conditions and provisions thereof shall inure to and be binding on the respective heirs, personal representatives and assigns of the parties.

SECTION XV

ENTIRE AGREEMENT

This Addendum and the Agreement constitute the entire agreement of the parties on the subject matter dealt with. No promise or undertaking has been made by any part, and no understanding exists with respect to property or the income or production therefrom on the part of any party, except as herein expressly set forth. Purchaser has examined property and all components thereof and accepts the same in its present condition.

In witness whereof, the parties have executed this Addendum on the date first above written.

SELLER

STATE OF NEW JERSEY
State Agriculture Development Committee

Gregory Romano
Executive Director

PURCHASER

Approved as to Form:

William A. Schnurr
Deputy Attorney General

(8/02)

**SCHEDULE A
LEGAL DESCRIPTION
TO BE PROVIDED AT AUCTION**